



WILLIAM T FUJIOKA  
Chief Executive Officer

# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
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## ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

November 17, 2009

10 NOVEMBER 17, 2009

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Board of Supervisors  
GLORIA MOLINA  
First District

MARK RIDLEY-THOMAS  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

### **AGREEMENT FOR REIMBURSEMENT OF PERSONNEL COSTS BY THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) COUNCIL 36 (ALL DISTRICTS) (3-VOTES)**

#### **SUBJECT**

For the past four years, the County has had agreements with our unions that provide a mechanism by which they can reimburse the County when employees are provided to the union in order to develop expertise in public sector labor relations. In this arrangement, known as organizational leave, employees continue on the County payroll, but the union pays the County the full cost of the employees' salary and benefits. Each department that has employees on leave bills the union on a monthly basis.

#### **IT IS RECOMMENDED THAT YOUR BOARD**

1. Approve the agreement between Los Angeles County and AFSCME Council 36 for the latter to provide reimbursement of personnel costs for employees designated as working for the latter for specified periods.
2. Instruct departments to carry out the terms of the agreement and to bill AFSCME for costs incurred pursuant to the agreement.
3. Instruct the Auditor-Controller to work with departments to develop any rates necessary for costs incurred pursuant to the agreement.

### **PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION**

The recommended action will renew the agreement to allow AFSCME to reimburse the County for all costs associated with an employee being provided by the County.

Since the County is prohibited from providing employees to other entities at County expense, an employee working at AFSCME must take an unpaid leave of absence from his/her County employment. This agreement will allow the employee to remain active in County service, while all costs associated with his/her County employment will be reimbursed by AFSCME.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

This action supports the County's Strategic Plan Goal 1, Operational Effectiveness, through the following strategies:

- Strategy 1, Fiscal Sustainability: This contract extension will allow AFSCME to continue reimbursing the County for all costs involved with this program.
- Strategy 4, Workforce Excellence: This contract extension will continue to provide employees with experience in public sector labor relations.

### **FISCAL IMPACT/ FINANCING**

There is no fiscal impact.

AFSCME agrees to reimburse the County for all actual costs of affected employees. These include salary, bonuses, cash reimbursement for unused sick leave, excess vacation time deemed payable, and employee benefits, including but not limited to, retirement, health, life and dental insurance, and Workers' Compensation benefits.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of this agreement is from October 1, 2009, through September 30, 2011. This period coincides with the term of the Memoranda of Understanding between the County and AFSCME Council 36. This is a renewal of a previous agreement.

When requested in writing by AFSCME, the County, through the Chief Executive Office, is to provide no more than the equivalent of 5 full-time employees to AFSCME. These employees will serve in one-month increments for up to a year. No more than three of

Each Supervisor  
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these employees may be from a single department, unless departmental operational needs allow more. Each affected department is to invoice AFSCME each month, and AFSCME is to pay the full cost within 30 days.

This agreement has been approved as to form by County Counsel.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', with a stylized flourish at the end.

WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:JA:RA:rld

Attachment

c: Executive Officer, Board of Supervisors  
Acting County Counsel  
Auditor-Controller

Personnel Costs Agrmt. - AFSCME

**AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES  
AND THE AMERICAN FEDERAL OF STATE, COUNTY, AND MUNICIPAL  
EMPLOYEES (AFSCME) DISTRICT COUNCIL 36,  
FOR REIMBURSEMENT  
OF PERSONNEL COSTS**

This agreement, entered this 17<sup>th</sup> day of November, 2009, by and between the County of Los Angeles, a body corporate and politic, organized and existing under the State of California, hereinafter referred to as "County," and, American Federation of State, County, and Municipal Employees (AFSCME) Council 36, a certified employee organization organized and existing under the laws of the State of California, hereinafter referred to as "AFSCME District Council 36".

WHEREAS, the public policy of the County is to promote the improvement of personnel management and relations with its employees to protect the public by assuring, at all times, the orderly and uninterrupted operations and services of County government, including the services provided by employees represented by AFSCME Council 36;

WHEREAS, AFSCME Council 36 is desirous of organizing the operations of its Union so as to function in the most effective manner possible as a public sector labor organization, and in so doing, assist in the resolution of labor disputes and contract administration which, in turn, will contribute significantly toward maintaining work force stability and continuity of vital public services to the County.

NOW, THEREFORE, in consideration of the mutual covenants herein:

1. Work Statement

The County of Los Angeles, through its CEO, shall provide up to ten (10) County employees to AFSCME District Council 36 when requested in writing by AFSCME District Council 36, for the purpose of developing expertise in public sector labor relations, and thereby assisting the County in the expeditious resolution of labor disputes. No more than three of these shall come from the same department. As with the grant of leave of any County employee, the appointing power shall have discretion to approve release of an employee based on the operational needs of the involved County department; provided, however, that said approval shall not be unreasonably withheld.

The employees so selected shall be designated by AFSCME Council 36 and shall serve for one month increments for up to one year. By mutual agreement, this period may be extended. In the event of exigent circumstances leaves may be approved for a lesser period than one month.

2. Scope of Agreement

The scope of this agreement shall be limited to the services of no more than the equivalent of ten full-time employees at any one time, of whom no more than three may be employees of a single bargaining unit. If a dispute

arises as to the number of employees that may be released by any County department, the decision of the Chief Executive Officer shall be final.

AFSCME District Council 36 shall provide written notice to the County's designated representative a minimum of ten (10) days in advance of designating leave under this agreement. This provision may be waived by mutual agreement.

3. Payment

- A. Except as provided herein, AFSCME District Council 36 will pay to the County of Los Angeles the actual costs of the County employees as required under the terms of this agreement, including the salary, any bonuses, cash reimbursement for unused sick leave, and any excess accrued vacation time above 320 hours (deemed payable) of the employees, their staff benefits, including but not limited to employee's retirement, health, life, and dental insurance, Worker's Compensation benefits at such rates as shall be determined by the County of Los Angeles' Auditor-Controller to be the actual costs thereof in accordance with the policies and procedures established by the Board of Supervisors of Los Angeles County. It is contemplated that such actual costs, determined by the County of Los Angeles' Auditor-Controller, may increase after the date of execution of this agreement by any amendments to the County of Los Angeles Salary or other ordinance, or to MOUs between the parties relating to salaries and employee benefits.

- B. County of Los Angeles shall tender to AFSCME District Council 36 at the end of each calendar month an invoice covering costs pursuant to this agreement during said month, and AFSCME District Council 36 shall pay County the full costs invoiced within 30 days of the date of such statement.
  
- C. If such payment is not delivered to the County Office which is described on said statement within 60 days after the date of the statement, the County may satisfy such indebtedness from any funds of AFSCME District Council 36 on deposit with the County without giving further notice to AFSCME District Council 36 of County's intention to do so. If such payment is not made within the 60 days, an interest rate of 1.5% per month on the unpaid balance will be levied, and will be incurred by AFSCME District Council 36.

4. Term of Agreement

The term of the agreement shall be from October 1, 2009, through and including the last day of September 2011

5. Termination

Either County or AFSCME Council 36 may terminate this agreement as of the first of the following month upon notice, in writing, to the other party of not less than ten (10) business days prior thereto.

6. Responsibility for Direct Payment of Salaries

Except as specifically provided therein, AFSCME District Council 36 shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any personnel of the County of Los Angeles performing service hereunder or any liability other than that provided for in this agreement.

7. Independent Contract

Both the County and AFSCME District Council 36, in the performance of this agreement, will be acting in an independent capacity and not as agents, employees, volunteers, partners, joint ventures, or associates of one another.

8. Liability and Indemnification

AFSCME District Council 36 shall be liable for any damages proximately resulting from the negligent or wrongful acts or omissions of the County employees provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement, and shall fully indemnify, defend, and hold County of Los Angeles, its agents, officers, and employees harmless from any liability resulting from anything done or omitted to be done by such personnel provided pursuant to the terms of this agreement while engaged in services within the scope of this agreement.



9. Extent of Services Provided and Discipline of Personnel

The standards of performance, the discipline of personnel, and other matters incident to the performance of any employee functions shall remain with the County of Los Angeles with the appointing authority of each employee.

10. Notice of Suit

AFSCME District Council 36 shall give County, or its representatives, immediate notice of any suit or action filed, and prompt notice of any claim made against AFSCME District Council 36 arising out of the performance of this agreement. AFSCME District Council 36 shall furnish immediately to County copies of all pertinent papers received by AFSCME District Council 36.

11. Contract Complete, Variations

This writing embodies the whole of the agreement of the parties hereto and there are no oral agreements not contained therein. No addition or variations of the terms of this agreement shall be valid unless made in writing and signed by both parties.

12. Reassignment Preference

Any County employee assigned to duties with AFSCME District Council 36 under this agreement shall, upon completion of such assignment, return to the unit of assignment that he/she last held, provided a vacancy exists unless he/she chooses to accept a different assignment.

13. County Lobbyist

Each County lobbyist as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.1160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

14. Safely Surrendered Baby Law

- A. AFSCME District Council 36 shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit A of this agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.
- B. AFSCME District Council 36 acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. AFSCME District Council 36 understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a

prominent position at the contractor's place of business. AFSCME District Council 36 will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply AFSCME District Council 36 with the poster to be used.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement on the day, month and year first above written.


AFSCME COUNCIL 36

BY   
Cheryl Parisi, Executive Director

COUNTY OF LOS ANGELES

BY   
William T Fujoka  
Chief Executive Office

APPROVED AS TO FORM:  
COUNTY COUNSEL

BY   
Asst. County Counsel

Personnel Costs Agreement – AFSCME Council 36